

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

| | | |
|--|---|--------------------------------------|
| MARIA I. RODRIGUEZ and all others | § | |
| similarly situated under 29 U.S.C. 216(b) | § | |
| Plaintiffs, | § | |
| v. | § | CASE NO. 3:10-CV-02345-M (BF) |
| AMADOR VASQUEZ ENTERPRISES, | § | |
| INC., LA NUEVA PUNTADA LP and | § | |
| AMADOR VASQUEZ | § | |
| Defendants | § | |

**AMENDED JOINT SETTLEMENT REPORT, MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT AND FOR ENTRY OF AN ORDER OF DISMISSAL**

COME NOW Plaintiff, Maria I. Rodriguez (“Plaintiff”), and Defendants, Amador Vasquez Enterprises, Inc., La Nueva Puntada LP and Amador Vasquez (“Defendants”), (collectively “the Parties”), through their respective undersigned counsel, and in response to the Court’s Order (DE 26), would show as follows:

1. The settlement in this case compromises the FLSA claims brought by Plaintiff Maria I. Rodriguez alone. The suit has never been certified as a collective action and no motion or request for certification has been made by anyone.
2. A true and correct copy of the settlement agreement, revised to make reflect that only the claims of Maria Rodrigues are being compromised is attached as **Exhibit 1**.
3. This is an action for unpaid overtime wages under the Fair Labor Standards Act 29 U.S.C. § 201 et. seq ("FLSA"). The parties entered into a Settlement Agreement that has been reviewed and executed by all parties. Plaintiff, with the advice of counsel and having had a reasonable period of time in which to consider the Settlement Agreement, agrees that

**AMENDED JOINT SETTLEMENT REPORT, MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT AND FOR ENTRY OF AN ORDER OF DISMISSAL**

payments under the terms of the settlement constitute fair and equitable compensation for the overtime claims. Plaintiff and Defendants desire that the Court enter an order approving of the settlement and an order dismissing this lawsuit.

4. Under the terms of the Settlement, Defendants have paid Plaintiff and Plaintiff's Counsel a total of \$11,500.00. The amount of and the allocation of the settlement was the subject of negotiation and compromise between the Plaintiff and the Defendants through counsel during the course of the litigation in this matter. The parties have all agreed to the entry of settlement upon these terms and believe that the settlement is fair under the particular circumstances of this case.

5. Plaintiff was pursuing unpaid overtime claims. See Complaint (DE 1) **Exhibit 2**. Plaintiff contended that she was paid only straight time for the time spent in excess of 40 hours per week, an average of 12 hours per week. However, Defendants contested the number of hours and practices concerning compensation, as well as the salary and FLSA coverage as to some or all of the Defendants, depending on the year in question. See Defendants' Original Answer (DE 8) **Exhibit 3**. In order to avoid the costs and uncertainty of litigation, the Parties negotiated a settlement of this matter as set forth in the attached settlement agreement.

6. Plaintiff's counsel took this case on a contingent fee basis. Under the provisions of the FLSA, if the plaintiff was the prevailing party, plaintiffs' counsel would be awarded the reasonable and necessary attorneys' fees incurred in pursuit of the claim. The amount of fees to be awarded to Plaintiff's counsel is fair and appropriate under the facts and circumstances of this case.

7. The parties have all received notice of the settlement, consented to the settlement, and signed the Settlement Agreement memorializing the settlement amounts and other relevant terms of the settlement.

8. The parties all believe that the settlement is fair and appropriate under the particular circumstances and facts of this case. Wherefore, the parties jointly request that the Court approve the terms of the settlement entered into by the parties, and enter an Order Dismissing the case with prejudice with the Parties to bear their own attorney's fees, costs and expenses.

Respectfully submitted,

by: /s/ Robert L. Manteuffel
Robert L. Manteuffel
Texas Bar No. 12957529
Z.H. Zidell, P.C.
6310 LBJ Freeway, Ste. 112
Dallas, Texas 75240
Tel: 972-233-2264
Fax: 972-386-7610
E-mail address:
rlmanteuffel@sbcglobal.net

and

By: /s/ Joel David Vera
Joel David Vera
Federal bar No.: 2001170AR
1005 W. Jefferson Blvd., Suite 100
Dallas, Texas 75208
Tel: 214-943-1177
Fax: 214-943-5554
E-mail: txmb@msn.com

Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel and parties of record by electronic service in accordance with the local rules of United States District Court for the Northern District of Texas, Dallas Division this 24th day of February, 2012.

/s/ Robert L. Manteuffel
Robert L. Manteuffel
Counsel for the Plaintiff(s)